



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application:

Patent Application No.: 09/387,480

Inventors: Stephen LARGHI et al.

Assignee: Weblink Wireless, Inc.

Filed: September 1, 1999

Title: SYSTEM AND METHOD FOR
CONTROLLING AN END-USER
APPLICATION AMONG A
PLURALITY OF COMMUNICATION
UNITS IN A WIRELESS MESSAGING
NETWORK

Confirmation No. 2633

Art Unit: 2663

Examiner: Melvin C. Marcelo

Atty. Dkt. No.: 42387-203402
(Formerly PAGE01-00149)

Customer No.

26694

PATENT TRADEMARK OFFICE

REVOCATION AND POWER OF ATTORNEY**RECEIVED**

Assistant Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

JUL 28 2004

Technology Center 2600

Sir:

All previous powers of attorney and authorizations of agent are hereby revoked, and the undersigned hereby appoints the attorneys and agents of **VENABLE LLP** associated with the US Patent and Trademark Office (USPTO) Customer Number

26694

PATENT TRADEMARK OFFICE

to prosecute this patent and any international application under the Patent Cooperation Treaty based on it and to transact all business in the USPTO connected therewith, and to receive all communications from the USPTO, including the patent document, including:

Robert J. Frank (Reg. No. 19,112), Marina V. Schneller (Reg. No. 26,032), Robert Kinberg (Reg. No. 26,924), Clifton E. McCann, (Reg. No. 29,565), James R. Burdett (Reg. No. 31,594), Michael A. Gollin (Reg. No. 31,957), Catherine M. Voorhees (Reg. No. 33,074), Robert S. Babayi (Reg. No. 33,471), Thomas G. Wiseman (Reg. No. 35,046), Andrew C. Aitken (Reg. No.

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36,729), Ann S. Hobbs (Reg. No. 36,830), Julie A. Petruzzelli (Reg. No. 40,769), Michael A. Sartori (Reg. No. 41,289), Jeffri A. Kaminski (Reg. No. 42,709), Ralph P. Albrecht, (Reg. No. 43,466), Fei-Fei Chao (Reg. No. 43,538), Stuart I. Smith (Reg. No. 42,159), Jeffrey W. Gluck (Reg. No. 44,457), Chad C. Anderson (Reg. No. 44,505), Eric Franklin (Reg. No. 37,134), Keith G. Haddaway (Reg. No. 46,180), W. Russell Swindell (Reg. No. 50,906), Nancy Axelrod (Reg. No. 44,014), Daniel G. Vivarelli (Reg. No. 51,137), Lars Genieser (Reg. No. 46,722), Jeffrey Eichen (Reg. No. 41,496), Kavita Lepping (Reg. No. 54,262), Lisa Kattan (Reg. No. 47,697), and Edward W. Yee (Reg. No. 47,294), all of the law firm of VENABLE, 575 7th Street, N.W., Washington, D.C. 20004-1601, Telephone: (202) 344-4000, Telefax: (202) 344-8300.

The authority under this Power of Attorney of each person named above shall automatically terminate and be revoked upon such person ceasing to be a member, a patent agent, or associate of, or of counsel to, the above-identified law firm.

DESIGNATION OF CORRESPONDENCE ADDRESS

Send all notices, official letters, documents, communications and other correspondence concerning this patent to:

26694

PATENT TRADEMARK OFFICE

**VENABLE LLP
Post Office Box 34385
Washington, D.C. 20043-9998**

Please also record the above-mentioned attorney docket number in any applicable databases.

CERTIFICATE UNDER 37 C.F.R. §3.73(b)

Stephen LARGHI et al. assigned their entire rights, titles and interests in U.S. Patent Application Ser. No. 09/387,480 together with all divisional applications, continuations and continuations-in-part to Pagemart Wireless, Inc. The assignment, recorded in the United States Patent and Trademark Office (USPTO) on December 20, 1999, is as follows: assignment from Stephen Larghi executed on November 17, 1999, Thomas J. Cook executed on November 22,

1999, Allan D. Angus executed on November 17, 1999, and Donna Regenbaum executed on November 22, 1999, to Pagemart Wireless, Inc., recorded on Reel 010489, Frame 0101.

Pagemart Wireless, Inc. assigned this application to Weblink Wireless, Inc. This assignment was recorded in the United States Patent and Trademark Office on April 10, 2000, on Reel 010748, Frame 0940.

Weblink Wireless, Inc., and Metrocall, Inc. have an Asset Purchase Agreement, executed on November 18, 2003, conveying rights in this application from Weblink Wireless, Inc. to Metrocall, Inc. (copy attached).

The undersigned has reviewed the assignments and, to the best of the undersigned's knowledge and belief, the titles are in the name of said assignee. The undersigned, whose title is supplied below, is empowered to sign this certificate on behalf of the said assignee.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on July 21, 2004.

Signature: 

Stan F. Sech
Chief Operating Officer
METROCALL, INC.

8354305v1



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:
Stephen LARGHI et al.

Appl. No. 09/387,480
Confirmation No. 2633

Filed: September 1, 1999

For: **SYSTEM AND METHOD FOR
CONTROLLING AN END-USER
APPLICATION AMONG A
PLURALITY OF
COMMUNICATION UNITS IN A
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NETWORK**

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JUL 28 2004

Art Unit: 2663 Technology Center 2600
Examiner: Melvin C. Marcelo

Atty. Docket No.: 42387-203402
(formerly PAGE01-
00149)

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PATENT TRADEMARK OFFICE

NOTICE OF CHANGE OF ATTORNEY DOCKET NUMBER


Honorable Assistant Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Please note that the Attorney Docket Number for the above application has been changed to **42387-203402**. It is respectfully requested that the Office's filewrapper and appropriate databases be updated to reflect this change.

Respectfully submitted,

Date: July 22, 2004


Edward W. Yee
Registration No. 47,294
VENABLE
P.O. Box 34385
Washington, D.C. 20043-9998
Telephone: (202) 344-4000
Telefax: (202) 344-8300



EXECUTION COPY

BILL OF SALE

THIS BILL OF SALE is made and delivered pursuant to Section 4.3(a)(ii) of the Asset Purchase Agreement, dated as of November 18, 2003 (the "Asset Purchase Agreement"), by and among Metrocall Holdings, Inc., a Delaware corporation, Metrocall, Inc., a Delaware corporation ("Purchaser"), WebLink Wireless I, L.P., a Texas limited partnership ("Company") and WebLink Wireless, Inc., a Delaware corporation ("WebLink", and together with Company, "Sellers"). Capitalized terms defined in the Asset Purchase Agreement and not otherwise defined herein are used herein with the meanings as so defined.

WHEREAS, pursuant to the Asset Purchase Agreement, (i) Sellers have agreed to sell, transfer, assign, convey and deliver to Purchaser, and Purchaser has agreed to purchase, acquire and accept from Sellers all of the Initial Purchased Assets, and (ii) Purchaser has agreed to assume the Initial Assumed Liabilities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby sell, assign, transfer, convey and deliver to Purchaser, its successors and assigns, forever, all of Sellers' right, title and interest in, to and under the Initial Purchased Assets owned by them.

This Bill of Sale is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Asset Purchase Agreement, all of which are incorporated herein by reference. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

If any provision of this Bill of Sale is invalid, illegal or unenforceable, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Bill of Sale.

This Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns permitted under the Asset Purchase Agreement.

This Bill of Sale shall at all times be governed by and construed, interpreted and enforced in accordance with the internal substantive laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York.

NDU-18-2003 14:22

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Nov-18-03 13:24

From: WLNK CORPORATE OFFICE

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IN WITNESS WHEREOF, Sellers have caused this Bill of Sale to be executed as of this 18th day of November, 2003.

WEBLINK WIRELESS, INC.

By: 

Name: N. Ross Buckenham
Title: President + CEO

WEBLINK WIRELESS I, L.P.

By: WEBLINK WIRELESS, INC.,
its General Partner

By: 

Name: N. Ross Buckenham
Title: President + CEO

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made as of November 18, 2003, by and among WebLink Wireless I, L.P., a Texas limited partnership ("Company"), WebLink Wireless, Inc., a Delaware corporation ("WebLink", and together with Company, "Assignors"), and Metrocall, Inc., a Delaware corporation ("Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignors, Metrocall Holdings, Inc., a Delaware corporation, and Assignee have entered into that certain Asset Purchase Agreement, dated as of November 18, 2003 (the "Asset Purchase Agreement"), providing for the sale, transfer, assignment, conveyance and delivery by Assignors, and the purchase, acquisition and acceptance by Assignee, of the Initial Purchased Assets, and assumption by Assignee of the Initial Assumed Liabilities, for the consideration therein set forth; and

WHEREAS, by the Bill of Sale being executed and delivered by Assignors to Assignee simultaneously herewith pursuant to the terms of the Asset Purchase Agreement, Assignors are selling, transferring, assigning, conveying and delivering to Assignee, its successors and assigns, forever, all of Assignors' right, title and interest in, to and under the Initial Purchased Assets owned by them; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee has agreed to purchase, acquire and accept from Assignors the Initial Purchased Assets and assume the Initial Assumed Liabilities;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignors hereby, effective as of the Initial Closing Date, sell, transfer, assign, convey and deliver all of their right, title and interest in, to and under the Initial Purchased Assets to Assignee.
2. Assignee hereby, effective as of the Initial Closing Date, (i) accepts the sale, transfer, assignment, conveyance and delivery of the Initial Purchased Assets and (ii) assumes, and agrees to pay, perform and discharge as and when they become due, the Initial Assumed Liabilities.
3. This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Asset Purchase Agreement, all of which are incorporated herein by reference. To the extent

that any provision of this Agreement conflicts or is inconsistent with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

4. If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall be ineffective to the extent, but only to the extent of, such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns permitted under the Asset Purchase Agreement.


6. This Agreement shall at all times be governed by and construed, interpreted and enforced in accordance with the internal substantive laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of New York.

7. This Agreement may be executed with counterpart signature pages or in one or more counterparts, all of which shall be deemed one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to all the parties.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

METROCALL, INC.

By: 
Name: Vincent D. Kelly
Title: President and CEO

WEBLINK WIRELESS I, L.P.

By: WEBLINK WIRELESS, INC.,
its General Partner

By: _____
Name:
Title:

WEBLINK WIRELESS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

METROCALL, INC.

By: _____

Name:

Title:

WEBLINK WIRELESS I, L.P.

By: WEBLINK WIRELESS, INC.,
its General Partner

By: _____

Name: *N. Ross Bockenham*

Title: *President + CEO*

WEBLINK WIRELESS, INC.

By: _____

Name: *N. Ross Bockenham*

Title: *President + CEO*